APPENDIX "A".

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

No. 7689. **October Term and Session, 1941.**

NATIONAL LABOR RELATIONS BOARD, *Petitioner,*
vs.
ALGOMA NET COMPANY, *Respondent.*

Petition for the Enforcement of an Order of the National Labor Relations Board.

December 9, 1941.

Before KERNER and MINTON, *Circuit Judges,* and LINDLEY, *District Judge.*

KERNER, *Circuit Judge.* This is a petition to enforce an order of the National Labor Relations Board. The Board found that the respondent, the Algoma Net Company, by interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act, 29 U. S. C. A. § 157, had engaged in unfair labor practices within the meaning of § 8(1), and by the discriminatory discharge of 3 and the lockout of 34 employees had violated § 8(3) of the Act, 29 U. S. C. A. § 158 1, 3. Upon these findings the Board ordered respondent to cease and desist from the unfair labor practices, to reinstate the employees with back pay, and to post appropriate notices.

The Algoma Net Company is a Wisconsin corporation, engaged in the manufacture and sale of fly nets, hammocks, and related products at Algoma, Wisconsin, employing about 150 persons. During the year ending July 31, 1938, it purchased raw materials valued at $140,000 and sold

finished products valued at $282,000. Approximately ninety percent in value of these raw materials and finished products came from and were shipped to points outside of the state of Wisconsin. The interstate character of respondent's business is admitted; the jurisdiction of the Board, however, is questioned on the ground that the Wisconsin Labor Relations Board assumed jurisdiction and dismissed the case before the National Labor Relations Board took or attempted to assume jurisdiction.

The record discloses that on February 8, 1939, a representative of the Wisconsin Labor Relations Board and a representative of the American Federation of Labor, hereinafter referred to as the Union, conferred with J. C. Anderegg, respondent's superintendent, to discuss charges which had been filed alleging that respondent had engaged in unfair labor practices by laying off Kaus, Ferron, and Trainor.

At a second conference on February 9, Anderegg agreed to reinstate Kaus on February 13, to reinstate Trainor and Ferron within 20 days or as soon as work was available, and to post a notice stating that respondent would not interfere in the employees' rights to self-organization. Kaus was reinstated, the notice was posted, and on February 16 Rauch, the representative of the Wisconsin Labor Relations Board, notified respondent that in view of the settlement he would recommend that the charges pending before the Wisconsin Board be withdrawn.

On February 20, respondent's manager, who had been absent from Algoma, returned. Upon receiving a report from the superintendent concerning the 3 employees, the manager directed that the 3 men be forthwith discharged and that 34 employees in Plant A be laid off until further notice. At the same time he wrote a letter to the Wisconsin Board requesting the Board to send a representative to Algoma. On February 25, Hendricks, representing the Wisconsin Board, conferred with manager E. W. Anderegg. At this conference Hendricks did not advise or request reinstatement of the 3 employees, but he did state, "I would forget about the whole thing just as if nothing had ever happened." On February 27 Plant A was reopened and the 34 employees were reinstated.

It is upon this state of the record that respondent rests its contention that the Board lacked jurisdiction. The argument is that the Wisconsin Board took jurisdiction of the case, thoroughly investigated it, and closed the matter, thereby foreclosing the jurisdiction of the National Board. In support of its contention counsel for the respondent cites, among other cases, *Wisconsin Labor Relations Board* v. *Fred Rueping Leather Co.*, 228 Wis. 473.

In the *Rueping Leather* case, *supra*, the Wisconsin Board filed a complaint against the Leather Company charging that the defendant had violated the Wisconsin Labor Relations Act. Over defendant's objections to the jurisdiction of the Wisconsin Board, the Board considered the merits of the charges and filed findings of fact. On appeal in the Supreme Court of Wisconsin the contention was that the National Labor Relations Act applied to the defendant and covered the same ground as the Wisconsin Labor Relations Act, § 111.01 *et seq.*, Wis. St., that it superseded the state act, and that the Wisconsin Board had no jurisdiction to enter the order which it sought to enforce. The court held that the National Labor Relations Act had not superseded the Wisconsin Labor Relations Act, but that the Wisconsin Board and the National Board had concurrent jurisdiction over interstate commerce labor disputes in Wisconsin, and stated (p. 492): "With the possibility of conflict in the administration of the state and national labor relations acts, we find no occasion to deal further than to state what is obvious: That in case there is conflict in a matter properly within the scope of the National Act, the state must yield. * * * We see no reason to anticipate and determine when and under what circumstances the state board is ousted of jurisdiction. That question is not here under the facts of this case, * * *. When they do, it will be time enough to attack the problems they present."

In our case, the nature of the charges filed before the Wisconsin Board does not appear in the record. The record is equally silent as to whether any witnesses were heard and findings of fact made. Save for the letter written by Rauch in which he stated he would recommend that the charges be withdrawn and the testimony of manager Anderegg that Hendricks said "I would forget about the

whole thing," no charges or disposition of the matter by the Wisconsin Board appears. Under this state of the record, we believe the National Board had jurisdiction.

We now proceed to a consideration of the merits. The respondent contends that there was no substantial evidence to support the findings of the Board. Our examination and consideration of the record has convinced us that the evidence amply sustains the finding that the respondent's coercion and interference with the union activities of its employees was a violation of § 8(1) of the Act. We pass to the question of violations of § 8(3) by discriminatory discharges.

The respondent contends that it laid off Gerald Kaus, Manuel Ferron, and Louis Trainor on February 6, because an accumulation of surplus stock in the beamer and cord department made necessary temporary adjustments in the working force. In support of this contention it emphasizes the following: that late in January and early in February, 1939, it was apparent that lay-offs would be necessary; that the supply of raw materials on hand was low and that no shipments were due; that little or no yarn for nets and hammocks was available and that this condition was reported to the foreman in charge approximately two weeks prior to February 4; that there was on hand in the cord department a large stock of material; that the customers' orders were at an extreme low and the seasonal production slump was at hand; that the plant's history indicated that this situation had occurred almost annually and had necessitated lay-offs; and that Kaus, Ferron, and Trainor had been frequently laid off for similar reasons.

Respondent also claims that these 3 employees were discharged for good cause and points to the fact that the testimony tended to prove that on the evening of February 7 Kaus and Ferron entered the boiler room of Plant "A" where they met Trainor; that Kaus, after stealing a key, entered Plant "B", demanded that employee Lumaye sign a Union application card, beat him up when he refused, and damaged respondent's goods; that Ferron entered the basement of Plant "A", invited employee Vincent away from his work and requested that Vincent join the Union; and that during these occurrences Trainor engaged night watchman Rasmussen in conversation.

Unquestionably the above evidence, taken by itself, does constitute grounds for lay-offs and discharge. Yet it is for the Board to determine all the facts in the case and appraise their relative weight. We shall not go into complete detail, but shall refer only to some of the circumstances upon which the Board relied. It appears that these 3 men were old and experienced employees; that on February 4 Kaus called a meeting of respondent's employees under the auspices of the Union; that Fisher, a foreman of the hammock department having power to recommend the hiring and discharging of employees, his acts being attributable to respondent (*New Idea, Inc.* v. *National Labor Relations Board*, 117 F. (2) 517), warned Ferron that "anybody that goes to that meeting or signs up to join the Union is fired." When Trainor returned to the plant after the meeting, Fisher stated: "It will be too bad Monday for some fellows." He also told another employee that manager E. W. Anderegg "would be angry at the union activities" and that "the fellows was liable to be discharged." Both Fisher and Anderegg denied making the statements attributed to them. Kaus, Ferron, and Trainor joined the Union and were appointed a committee to solicit members. On Monday, February 6, each was notified of his lay-off. On the following day a new man was hired and put on an operation requiring from six month's to a year's experience; during a previous slack period, Kaus had been retained and Bero, another employee, who had been retained on February 6, was laid off because Kaus was a more versatile and valuable employee. In previous years Trainor had been night foreman in the hammock department. Although Cravillion displaced Trainor, the respondent retained four junior employees who had been hired since January 15 in preference to Kaus, Ferron, and Trainor.

On the evening of February 7, Kaus and Ferron went to Plant "A". When they arrived they found Trainor there talking to the night watchman. Kaus asked the night watchman for the key to Plant "B" so that he could speak to Lumaye. Rasmussen, the night watchman, replied that the keys were lying on the water pump. Kaus took the keys and went to Plant "B" and asked Lumaye why he had no kept an appointment with him (Kaus) in the after-

noon. An argument ensued during which Kaus struck Lumaye, tearing his shirt. February 8, Lumaye reported the incident to superintendent Anderegg, who advised Lumaye to "just leave it ride," and directed the respondent's chief clerk to make out a report that Kaus had been discharged for misconduct.

We have already related what occurred between February 8 and 20, and that manager Anderegg had written a letter to the Wisconsin Board. That letter was published in the local papers and a copy was posted in the plant. In this letter, among other things, manager Enderegg said:

> "The writer, upon his return from a recent trip, finds that labor trouble developed during his absence, which we understand was started by an outside labor leader, and also taken part in by a member of your board.
>
> * * * during our twenty-five years of existence this is the first labor trouble we have ever had * * *.
>
> We employ approximately 100 people and for a number of years now we have never asked an employee to work for us; * * * right now we have a hundred or more applications waiting for positions, * * * we never had any trouble before and wouldn't have any now if it wasn't for outsiders coming in here and meddling in our affairs.
>
> This is the largest amount of stock ever carried by us, and we expected to carry right on * * * but if we are going to have some labor racketeer come in here and try and tear down our business, we want to know it right now * * *.
>
> We are closing down Plant A today, which will throw out of work about half of our employees, as we feel it is unsafe to build up further stock under present chaotic conditions, and before we resume operations we would like to have a show-down on this affair so that we know where we are at.
>
> * * * we are not going to let some outside element come in here and tear down our business at this stage of the game. If there is any danger of this, we are going to nip it in the bud before it starts and get our money out of this business while the getting is good."

On March 18, manager Anderegg and Kamaroff, a representative of the Board, agreed to reinstate the three discharged employees. When the men presented themselves for reinstatement they were requested to sign a statement admitting they had been discharged for misconduct. They refused to sign. Thereupon Kamaroff again spoke to Anderegg and Anderegg agreed to reinstate the men upon their promise to obey company rules. He requested that the men report to his office on March 20, but the men, not having been informed soon enough of Anderegg's request, reported to Anderegg on March 21 and were told, "It is too late now, there is no room for you fellows now." They were never rehired, although between February 20 and June 5, respondent hired 46 new employees.

The Board resolved the conflicts in the testimony in favor of the petitioner and from all the evidence found that by releasing Kaus, Ferron and Trainor on February 6, by discharging Kaus on February 21, and by locking out the employees in Plant "A" between February 21 and 27, 1939, respondent had discriminated in regard to their hire and tenure of employment, and that the sole ground of their discharge and lock out was their active participation in union affairs. We think there was ample evidence upon which to base the Board's finding.

Respondent makes the point that the order is invalid because it directs the respondent to cease and desist from, in any manner, violating any of the provisions of § 7 of the Act. *National Labor Relations Board* v. *Express Publishing Co.*, 312 U. S. 426. We believe the Express Publishing case is not applicable and that under the circumstances here appearing the order is valid.

We have considered all of the contentions made by respondent and find no error has intervened. The request for the enforcement of the order is granted.

APPENDIX "B."

Wisconsin Statutes.

(For 1937.)

"340.41. ASSAULT, GREAT BODILY HARM. Any person who shall assault another with intent to do great bodily harm shall be punished by imprisonment in the state prison not more than three years nor less than one year, or in the county jail not more than one year, or by fine not exceeding five hundred dollars nor less than one hundred dollars.

"340.57. ASSAULT AND BATTERY. Any person who shall commit an assault and battery upon another shall be punished by imprisonment in the county jail not more than six months nor less than ten days, or by fine not exceeding one hundred dollars nor less than one dollar, or by both such fine and imprisonment in the discretion of the court.

"343.11. BREAKING OFFICE, CAR, ETC., FOR FELONIOUS PURPOSES. Any person who shall break and enter in the nighttime any office, shop, or warehouse, or any other building not adjoining or occupied with any dwelling house, or any ship, steamboat, vessel, railroad freight car, or passenger car, with the intention to commit the crime of murder, rape, robbery, larceny, or other felony shall be punished by imprisonment in the state prison not more than ten years, nor less than one year, or by imprisonment in the county jail for not more than one year, provided that nothing herein shall be held to remit any penalty for offenses heretofore committed.

"343.12. ENTRY AT NIGHT, BREAKING AT DAY. Any person who shall enter in the nighttime, without breaking, or shall break and enter in the daytime any dwelling house or any outhouse, thereto adjoining and occupied therewith, or any office, shop or warehouse or other building, or any ship, steamboat or vessel, railroad freight car or passenger car, with intent to commit the crime of murder, rape, robbery, larceny or other felony shall be punished by imprisonment

in the state prison not more than three years nor less than one year, or by imprisonment in the county jail not more than one year.

"353.05. ACCESSORY TO FELONY. Every person who shall be aiding in the commission of any offense which shall be a felony or who shall be accessory thereto before the fact by counseling, hiring or otherwise procuring such felony to be committed, shall be punished in the same manner as is, or shall be, prescribed for the punishment of the principal felony.

"353.31. FELONY. The term 'felony' when used in any statute, shall be construed to mean an offense for which the offender, on conviction, shall be liable by law to be punished by imprisonment in a state prison."

APPENDIX "C."

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

National Labor Relations Board,
Petitioner,
vs.
Algoma Net Company,
Respondent.
} No. 7689.

Notice of Application.

To: Ernest A. Gross,
Attorney for Petitioner.

PLEASE TAKE NOTICE that the respondent has filed the attached application with the United States Circuit Court of Appeals for the Seventh Circuit, in the City of Chicago, State of Illinois, on March 31, 1942, making application thereby for an order staying the enforcement decree of the Court in the above entitled cause.

Dated March 30, 1942.

ROBERT C. BASSETT,
Attorney for Respondent.

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

National Labor Relations Board,
Petitioner,
vs.
Algoma Net Company,
Respondent.
No. 7689.

Application for Stay.

Petition of ALGOMA NET COMPANY, respondent above named, for an Order further staying the execution and enforcement of the Decree of the United States Circuit Court of Appeals for the Seventh Circuit, to enable said respondent to apply for and obtain Writ of Certiorari from the Supreme Court of the United States.

To OTTO KERNER, Judge of the United States Circuit Court of Appeals for the Seventh Circuit:

Your petitioner, ALGOMA NET COMPANY, respectfully presents this, its application for an order further staying the execution and enforcement of the decree of the United States Circuit Court of Appeals for the Seventh Circuit, rendered in the above cause on January 3, 1942, based upon the decision of the court, issued on December 9, 1941, under the provisions of Section 350 of Title 28 of the United States Code, to enable said petitioner to apply for and obtain a Writ of Certiorari from the Supreme Court of the United States.

In successive orders, this Court granted stays of enforcement of the decree for a period of three months from January 3, 1942, being the date of entry of the decree. As will appear from petitioner's applications, the necessity for the full ninety days' stay lay principally in the fact that petitioner's counsel was not admitted to practice before the United States Supreme Court, could not, therefore, file petition and brief and transcript of record, and

was having practical difficulties in reaching Washington for personal admission.

On March 16, 1942, respondent's counsel appeared before the United States Supreme Court, and was admitted to practice, this being the earliest possible date upon which counsel could do so; immediately following, counsel returned to his office for the purpose of perfecting the application for the Writ of Certiorari. Counsel has already authorized the Clerk of this Court to forward the certified copy of transcript of record to the Clerk of the United States Supreme Court, such work has been done, and petitioner has already paid therefor.

As has been stated in previous applications to this court, petitioner's petition and supplementing brief for Writ of Certiorari have been prepared and made ready for submission, except as to the appropriate references to the printed record. It now appears from communications with the Clerk of the United States Supreme Court that it is physically impossible for the transcript of the record to be printed in time for counsel to insert such references to the printed record in the petition and brief for the Writ. As a consequence, petitioner has applied to the United States Supreme Court, under application dated March 28, 1942, for an extension of time of thirty days within which to file the Writ of Certiorari.

In order that the position of the parties might not be changed, to the irreparable injury of this petitioner, application is now being made to this Court for an additional stay of the enforcement of its decree, of thirty days, to and including May 3, 1942, being co-extensive with the extension applied for within which to file the Writ of Certiorari.

As is amply illustrated by the expense to which petitioner has already gone in sending counsel to Washington, D. C. for admission to practice and sending up the certified copy of transcript of record, the petitioner's intention to complete its application for the writ is a bona fide one, and this petition is not made for the purpose of unnecessary delay.

Respondent realleges the statements in its applications for stay under dates of December 27, 1941, January 27,

1942, and February 24, 1942, in support of this application and the additional request that further stay be granted without bond or other security.

WHEREFORE, respondent respectfully requests that this court grant an additional stay at this time, without bond, for a period of thirty days, to and including May 3, 1942.

Dated March 28, 1942.

ROBERT C. BASSETT,

Attorney for Respondent.

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

National Labor Relations Board,
Petitioner,
vs.
Algoma Net Company,
Respondent.
No. 7689.

Affidavit of Mailing.

STATE OF WISCONSIN, }
COUNTY OF BROWN. } ss.

MURIEL EBENREITER, being duly sworn, on oath deposes and says:

That she is a clerk in the Law Offices of Minahan & Bassett, 108 Columbus Building, Green Bay, Wisconsin, and that she is over the age of twenty-one (21) years, and a citizen of the United States;

That on March 30, 1942, she deposited in the Federal Post Office at Green Bay, Wisconsin, in a sealed envelope, with the return address thereon, with postage prepaid thereon, the following:

Copy of respondent's application for a stay of enforcement of decree, together with a Notice of Application for such purpose in the above entitled matter, to Mr. Ernest A. Gross, Associate General Counsel, National Labor Relations Board, Washington, D. C.

MURIEL EBENREITER.

Subscribed and sworn to before me March 30, 1942.

OLGA M. SCHILKE,
Notary Public,
Brown County, Wisconsin.

My commission expires 7-23-44.

UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit,

1212 Lake Shore Drive,
Chicago, Illinois.

April 4, 1942.

NOTICE.

This Court today entered an order in Cause No. 7689, *N. L. R. B.* v. *Algoma Net Co.*—staying the execution and enforcement of the decree of this Court in this cause for 30 days, or to and including May 3, 1942, and if within such 30 days there is filed with this Court a certificate of the Clerk of the Supreme Court certifying that the certiorari petition, record and brief have been filed, then the stay of execution and enforcement of the decree shall continue until final disposition of the Supreme Court.

KENNETH J. CARRICK,
Clerk.

EXHIBIT "D".

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

National Labor Relations Board,
Petitioner.
vs.
Algoma Net Company,
Respondent.
No. 7689.

Notice of Application.

To: Ernest A. Gross,
Attorney for Petitioner.

PLEASE TAKE NOTICE that the respondent has filed the attached application with the United States Circuit Court of Appeals for the Seventh Circuit, in the City of Chicago, State of Illinois, on May 2, 1942, making application thereby for an order staying the enforcement decree of the Court in the above entitled cause.

Dated May 1, 1942.

ROBERT C. BASSETT,
Attorney for Respondent.

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

National Labor Relations Board,
Petitioner,
vs.
Algoma Net Company,
Respondent.
No. 7689.

Application for Stay.

Petition of ALGOMA NET COMPANY, respondent above named, for an Order further staying the execution and enforcement of the Decree of the United States Circuit Court of Appeals for the Seventh Circuit, to enable said respondent to apply for and obtain Writ of Certiorari from the Supreme Court of the United States.

To OTTO KERNER, Judge of the United States Circuit Court of Appeals for the Seventh Circuit:

Your petitioner, ALGOMA NET COMPANY, respectfully presents this, its application for an order further staying the execution and enforcement of the decree of the United States Circuit Court of Appeals for the Seventh Circuit, rendered in the above cause on January 3, 1942, based upon the decision of the court, issued on December 9, 1941, under the provisions of Section 350 of Title 28 of the United States Code, to enable said petitioner to apply for and obtain a Writ of Certiorari from the Supreme Court of the United States.

In the successive orders, this Court granted stays of enforcement of its decree to and including May 3, 1942. As will appear from the petitioner's applications, the necessity for the extensions lay principally in the fact that petitioner's counsel was not admitted to practice before the United States Supreme Court, could not, therefore, file petition and brief and transcript of record, and was having practical difficulties in reaching Washington for personal admission. These difficulties having been obviated, and counsel having been admitted, the Supreme Court of the United States granted petitioner an exten-

sion of thirty days to and including May 3, 1942, within which to file its petition for certiorari.

During the thirty days extension, the time was entirely consumed by communications between petitioner, the National Labor Relations Board, the Clerk of the Supreme Court of the United States, and this petitioner's counsel, in entering a stipulation for the printing of the record, securing the Clerk's estimate of the cost of printing, and receiving delivery of respondent's check to cover that cost.

Respondent has on this day forwarded to the Clerk of the United States Supreme Court its check in the amount of One Hundred and Sixty dollars ($160), to cover the cost of printing the transcript of record, together with its application for a further thirty day extension of time within which to file the petition for certiorari. Had petitioner realized the practical delays involved in these transactions, it would have requested the full sixty days extension period contemplated by 28 U. S. C. A. Section 350 at the outset.

In order that the position of the parties might not be changed, to the irreparable injury of this petitioner, application is now being made to this court for an additional and final stay of the enforcement of the decree for thirty days, to and including June 3, 1942, being co-extensive with the extension applied for from the United States Supreme Court within which to file the Writ of Certiorari.

As is amply illustrated by the expense to which petitioner has already gone in sending counsel to Washington, D. C., for admission to practice and sending up the certified copy of the transcript of record, as well as forwarding its check for the printing of the record, petitioner's intention to complete its application for the writ is a bona fide one, and this petition is not made for the purpose of unnecessary delay.

Respondent realleges the statements in its previous applications in support of this application, and the additional request that further stay be granted without bond or other security.

WHEREFORE, respondent respectfully requests that this court grant an additional stay at this time, without bond, for a period of thirty days, to and including June 3, 1942.

Dated May 1, 1942.

ROBERT C. BASSETT,
Attorney for Respondent.

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

National Labor Relations Board,
Petitioner,
vs.
Algoma Net Company,
Respondent.
No. 7689.

Affidavit of Mailing.

STATE OF WISCONSIN, }
COUNTY OF BROWN. } ss.

MURIEL EBENREITER, being duly sworn, on oath deposes and says:

That she is a clerk in the Law Offices of Minahan & Bassett, 108 Columbus Building, Green Bay, Wisconsin; that she is over the age of twenty-one years, and a citizen of the United States;

That on May 1, 1942, she deposited in the Federal Post Office at Green Bay, Wisconsin, in a sealed envelope, with the return address thereon, with postage prepaid thereon, the following:

> Copy of respondent's application for a stay of enforcement of decree, together with a Notice of Application for such purpose in the above entitled matter, to Mr. Ernest A. Gross, Associate General Counsel, National Labor Relations Board, Washington, D. C.

MURIEL EBENREITER.

Subscribed and sworn to before me May 1, 1942.

OLGA SCHILKE,
Notary Public, Brown County, Wisconsin.

My commission expires 7-23-44.

UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit,

1212 Lake Shore Drive,

Chicago, Illinois.

May 2, 1942.

NOTICE.

This Court today entered an order in Cause No. 7689 further staying execution of the decree to and including June 3, 1942.

KENNETH J. CARRICK,
Clerk.

APPENDIX "E".

Wisconsin Statutes, 1937.

CHAPTER 111.

"111.07. RIGHTS OF EMPLOYES. Employes shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection. Nothing contained herein shall be deemed to prevent an employer from entering into an 'all-union agreement', as hereinbefore defined, with a labor organization or labor organizations.

"111.08. WHAT ARE UNFAIR LABOR PRACTICES. It shall be an unfair labor practice for an employer:

(1) To interfere with, restrain or coerce employes in the exercise of the rights guaranteed in section 111.07.

* * * * *

(3) By discrimination in regard to hire or terms of tenure or other conditions of employment to discourage membership in any labor organization or encourage membership in any company union."